

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, N.A.		07/10/2003	National Banking Association:

**RECEIVING PARTY DATA**

Name:	A&M Cleaning Products, Inc.
Street Address:	P.O. Box 1731
City:	Clemson
State/Country:	SOUTH CAROLINA
Postal Code:	29631
Entity Type:	CORPORATION: SOUTH CAROLINA

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Registration Number:	2184062

**CORRESPONDENCE DATA**

Fax Number: (202)223-2085  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-861-3900  
 Email: dctrademarks@piperrudnick.com  
 Correspondent Name: Ann K. Ford, Esq.  
 Address Line 1: 1200 Nineteenth Street, NW  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:	19926-105104
NAME OF SUBMITTER:	Michael B. Adlin, Esq.

CH \$40.00 2184062

**Total Attachments: 13**

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## RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest ("Release") is made and entered into this 10th day of July, 2003, by and between A&M Cleaning Products, Inc., a South Carolina corporation ("A&M") and Wachovia Bank, N.A., a national banking association ("Wachovia").

WHEREAS, A&M and Wachovia entered into a Trademark Security Agreement on March 22, 2000 with respect to United States Trademark Registration No. 2,184,062, and associated rights as defined in the Security Agreement (collectively the "Trademark Collateral"), and a true and correct copy of such Agreement is attached hereto as *Exhibit A* (the "Security Agreement");

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on June 28, 2000 at Reel 002066/Frame 0190; and

WHEREAS, A&M and Wachovia desire to terminate the Security Agreement, release the Security Interest created therein, and assign any rights Wachovia may have acquired in the Trademark Collateral back to A&M.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, A&M and Wachovia agree as follows:

1. The Security Agreement is terminated, the Security Interest created therein is released, and any rights of Wachovia in or to the Trademark Collateral are hereby assigned to A&M.
2. A&M currently and hereafter holds and will hold title to the Trademark Collateral in the same manner as if the Parties never entered into the Security Agreement.
3. Any provision of this Release which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Release invalid, illegal, or unenforceable in any other jurisdiction.
4. This Release shall be binding upon Wachovia and its respective successors and assigns, and shall inure to the benefit of A&M and A&M's heirs, administrators, successors and assigns.
5. This Release shall be governed by and interpreted in accordance with the laws of the State of South Carolina, without regard to its conflict of laws principles.

[signatory page follows]

IN WITNESS WHEREOF, Wachovia has caused this Release to be executed by its duly authorized officer on the date first set forth above:

Wachovia Bank, N.A.

By: [Signature]  
Print Name: Ronald S. Cohn  
Title: Director

STATE OF STATE GEORGIA )  
)  
)  
)  
COUNTY OF COUNTY FULTON)

ss.

June 26, 2003

BE IT REMEMBERED, that on June 26, 2003 before me, the subscriber, a Notary Public in and for said State and County, personally appeared Ronald S. Cohn, a duly authorized officer of Wachovia Bank, N.A., who executed the foregoing Release on behalf of such entity and acknowledged the signing thereof to be his/her voluntary act and deed, and the voluntary act and deed of such entity for the uses and purposes mentioned therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

[Signature]  
Notary Public  
Printed Name: Diane White

[seal]

My County of Residence is: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**(SECURITY AGREEMENT)**



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JULY 10, 2000

PTAS

KING & SPALDING  
PAMELA A. ALLEN  
191 PEACHTREE STREET  
ATLANTA, GA 30303



\*101364050A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/28/2000

REEL/FRAME: 002066/0190

NUMBER OF PAGES: 9

BRIEF: SECURITY AGREEMENT

ASSIGNOR:

A&M CLEANING PRODUCTS, INC.

DOC DATE: 03/22/2000

CITIZENSHIP: SOUTH CAROLINA

ENTITY: CORPORATION

ASSIGNEE:

WACHOVIA BANK, N.A.  
191 PEACHTREE STREET  
ATTN: LEVERAGED FINANCE DIVISION  
ATLANTA, GEORGIA 30303

CITIZENSHIP:

ENTITY: NATIONAL ASSOCIATION

APPLICATION NUMBER: 75340258

FILING DATE: 08/13/1997

REGISTRATION NUMBER: 2184062

ISSUE DATE: 08/25/1998

MARK: GREASED LIGHTNING

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TRADEMARK  
REEL: 002687 FRAME: 0312

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS





## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of March 22, 2000, by and between A&M CLEANING PRODUCTS, INC., a South Carolina corporation ("Pledgor") and WACHOVIA BANK, N.A. ("Lender").

### WITNESSETH:

WHEREAS, pursuant to a certain Loan and Security Agreement (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), dated of even date herewith, between Pledgor and Lender, Lender has agreed to make certain credit accommodations to Pledgor; and

WHEREAS, to induce Lender to make such credit accommodations to Pledgor, Pledgor has agreed to execute and deliver in favor of Lender this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make credit extensions to Pledgor pursuant to the Loan Agreement, Pledgor agrees with Lender as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

2. Grant of Security Interest. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Lender a continuing security interest in, to, and under, all rights, titles and interests of Pledgor in, to and under the following property (the "Trademark Collateral"), whether now existing or hereafter arising or acquired:

(a) all trademarks, including each trademark referred to in Item A ("Trademarks") of Attachment 1 hereto;

(b) all trademark licenses, including each trademark license referred to in Item B ("Trademark Licenses") of Attachment 1 hereto;

(c) all reissues, continuations, extensions or renewals of any of the items described in clauses (a) and (b); and

(d) all products and proceeds of, and rights associated with, the foregoing, including (i) any claim by any Pledgor against third parties for past, present, or future infringement of any trademark, trademark registration, or trademark license, including any trademark, trademark registration or trademark license referred to in Item A and Item B of Attachment 1 hereto, and (ii) rights to royalties and other payments with respect to the foregoing.

3. Secured Obligations. This Agreement and the security interest granted hereunder to the Agent secures all obligations which may be now or hereafter owing by Pledgor to Agent under this Agreement as well as any and all indebtedness, obligations or other liabilities which may be now or hereafter owing by Pledgor to Lender under or on account of the Loan Agreement and any other agreement, instrument or other document executed by Pledgor with or in favor of Lender under or in connection therewith, or any extensions, renewals, refinancings, restructurings, modifications or replacements, in whole or in part, of or for any of the foregoing, and including, without limitation, any interest which would accrue on the foregoing indebtedness, obligations or liabilities but for the filing by or against Pledgor of a proceeding under any bankruptcy, insolvency, receivership or moratorium law. All of the foregoing indebtedness, obligations or other liabilities are herein collectively called the "Secured Obligations". As used herein, the term "Secured Obligations" shall include, without limitation, all "Obligations" pursuant to and as defined under the Loan Agreement.

4. Security Agreement. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and perfecting the security interest therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to Lender under the Loan Agreement and the other Loan Documents. The Loan Agreement and the other Loan Documents (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with their respective terms.

5. Release of Security Interest. At such time as the Secured Obligations have been paid in full and the Loan Agreement has been terminated, Lender shall, at Pledgor's expense, execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted thereunder.

6. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. Collateral Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.


8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and applicable federal laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, and Pledgor has affixed its seal hereto, as of the day and year first above written.

Pledgor:

**A&M CLEANING PRODUCTS, INC.**

By:   
\_\_\_\_\_  
Jerome I. Peters,  
President

Attest:   
\_\_\_\_\_  
Jerome I. Peters,  
Secretary

(CORPORATE SEAL)

Lender:

WACHOVIA BANK, N.A.

By: *Jill Snyder*  
Jill Snyder, Vice President

STATE OF GEORGIA

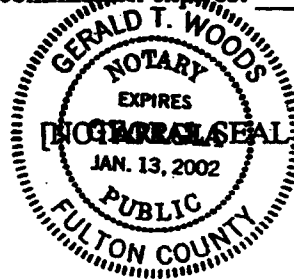
COUNTY OF FULTON

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 22nd day of March, 2000, personally Jerome I. Peters, to me known personally, and who, being by me duly sworn, deposes and says that he is the President and Secretary, respectively, of A&M CLEANING PRODUCTS, INC. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

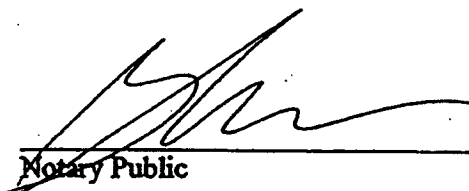


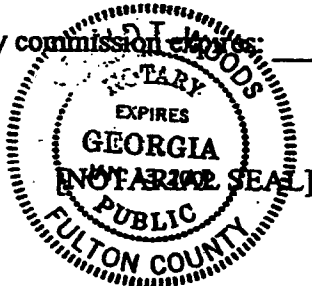
STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 22nd day of March, 2000, personally appeared Jill Snyder, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Vice President of WACHOVIA BANK, N.A., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
  
NOTARY PUBLIC  
EXPIRES  
GEORGIA  
[NOTARIAL SEAL]  
FULTON COUNTY

Attachment 1

Item A. Trademarks.

<u>Mark</u>	<u>Registration Number/Registration Date</u>
"Greased Lightning" (typed drawing)	Reg. No.: 2184062 Reg. Date: 8/25/98

Item B. Trademark Licenses.

None